The decisions of this Court, however, make clear that the protection of the federal procedural rights at issue in this case is not the exclusive province of the states. In *Wright v. Universal Maritime Service, Inc.*, 525 U.S. 70 (1998), this Court addressed the question of whether a particular collective bargaining agreement should be construed to compel the covered employees to enforce their rights under the Americans With Disabilities Act solely through binding arbitration. Although the collective bargaining agreement had been entered into in South Carolina, this Court did not look to that state's contract law in construing the agreement. Rather, the Court fashioned a uniform *federal* rule of construction, holding that "[*Alexander v.*] *Gardner-Denver* [, 415 U.S. 36 (1974)] at least stands for the proposition that the right to a federal judicial forum is of sufficient importance to be protected." 525 U.S. at 80.

As the First Circuit has correctly recognized, the same federal right is implicated by a direct agreement (or, in this case, asserted agreement) between the employer and employee concerned. *Rosenberg*, 170 F.3d at 21. An express right to obtain redress in federal court is contained in each of the statutes relied on by the plaintiffs in the instant case – Title VII, the Fair Labor Standards Act, the Age Discrimination in Employment Act, and ERISA. In the litigaton below, plaintiffs expressly but unsuccessfully objected that they were being denied "statutory trial rights, such as access to the courts." (Pet. App. 16).

It cannot be the case, as the Eleventh Circuit held, that the standards governing the validity of agreements that strip workers of "the right to a federal judicial forum" depend solely on state law. Georgia may be free, where state law claims alone are at stake, to enforce arbitration agreements (or other contracts) even if they were obtained at gunpoint or were written in Latin. But where, as here, the disputed agreement would operate to bar a federal plaintiff from enforcing federal laws in federal court, there assuredly are minimum federal standards that must be

met. Certiorari should be granted to resolve what those federal standards are.[13]

CONCLUSION

For the above reasons, a writ of certiorari should issue to review the judgment and opinion of the Eleventh Circuit.

Respectfully submitted,

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[13] Respondents suggest that *Wright* held that, unlike collective bargaining agreements, waivers of federal procedural rights in individual arbitration agreements are never subject to any federal standards. (R.Br. 12 and n.4.). That is not correct. *Wright* held only that certain decisions under the National Labor Relations Act, which establish the standard for interpreting collective bargaining agreements, did not, of course, apply to other types of agreements. 525 U.S. at 80-81.